

NEWPORT BEACH LOUD OR UNRULY GATHERING ORDINANCE SAMPLE ADDENDUM

Disclaimer

This sample addendum has been prepared by the City of Newport Beach to assist residential property owners in complying with the provisions of the Loud or Unruly Gatherings Ordinance, as codified in Chapter 10.66 of the Newport Beach Municipal Code. The City of Newport Beach, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the City”) do not make any representation or warranty, express or implied, about the legal sufficiency or effect of this sample addendum. Any person or entity who desires to use this sample addendum is advised to consult with an attorney prior to using this sample addendum to determine if the use of this sample addendum is appropriate or to determine if changes to this sample addendum are necessary or to provide assistance in completing this sample addendum.

NEWPORT BEACH LOUD OR UNRULY GATHERING ORDINANCE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ [Date] between _____ [Owner] and _____ [Resident(s)] for the premises located at _____ [Street address], Unit # _____ (if applicable), Newport Beach, CA _____ [Zip Code] (the "Premises").

Whereas, the Premises is located in the City of Newport Beach and is subject to the City of Newport Beach Loud or Unruly Gathering Ordinance as codified in Chapter 10.66 of the Newport Beach Municipal Code ("Ordinance"); and

Whereas, under the Ordinance, "Owner(s)" and "Responsible Person(s)" may be liable for civil fines of between \$500 and \$3,000 plus penalty and interest as well as other associated costs; and

Whereas, the City Council for the City of Newport Beach has legislatively declared that a Loud or Unruly Gathering is a public nuisance and contrary to the public health, safety, general welfare, and quiet enjoyment of residential property; and

Whereas, the Ordinance defines a "Loud or Unruly Gathering" as a gathering of eight (8) or more persons on any Residential Unit for a social occasion or other activity upon which loud or unruly conduct occurs and results in a public nuisance or a threat to the public health, safety, general welfare, or quiet enjoyment of residential property or nearby public property; and

Whereas, the Ordinance defines, "loud or unruly conduct" to include, without limitation, any or all of the following: (a) excessive noise or traffic, (b) obstruction of public streets by crowds or vehicles, (c) obstruction of rights of way by people or vehicles, (d) public drunkenness, (e) the service of alcohol to Minors, (f) possession and/or consumption of alcohol by Minors, (g) assaults, batteries, fights, domestic violence or other disturbances of the peace, (h) vandalism, (i) litter, or (j) urinating or defecating in public.

NOW, THEREFORE, IN CONSIDERATION OF the promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Resident and Owner agree as follows:

1. Resident understands and agrees that Resident will not violate the Ordinance, intentionally or unintentionally, while in possession or control of the Premises.
2. Resident understands and agrees that fines or fees assessed under the Ordinance may be levied on Resident after just one Loud or Unruly Gathering under the Ordinance.
3. Nothing herein is deemed to be authorization of or consent by Owner for any Loud or Unruly Gathering of Resident or Resident's guests or invitees in violation of the Ordinance.
4. Any violation, specifically including a first violation, of the Ordinance by Resident or Resident's guest or invitees while Resident is in possession of the Premises shall be a material and incurable breach of the Agreement and Owner, at its sole option, may terminate the Agreement as a result of said violation of the Ordinance.
5. Except as modified in this Addendum, the terms of the Agreement, and all attachments to the Agreement are and shall remain the same and in full force and effect.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

Date Resident

Date Resident

Date Resident

Date Resident

Date Owner